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Of Counsel for Plaintiff

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
TACOMA DIVISION

COR-RAY PAINTING, COMPANY, a  
California Company,

Plaintiff,

v.

VIGOR WORKS, LLC, an Oregon Limited  
Liability Company,

Defendant.

Case No.:

COMPLAINT  
(Breach of Contract)

Plaintiff Cor-Ray Painting Company alleges as follows:

**I. PARTIES**

1.1 Cor-Ray Painting Company is a California company duly registered to bring this  
action.

1.2 Vigor Works, LLC, is an Oregon limited liability company.

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COMPLAINT - 1

1 **II. JURISDICTION AND VENUE**

2 2.1 Jurisdiction and venue are proper in this Court bases on the contractual venue  
3 provision issue associated with this claim. The contract at issue recites “Any dispute between  
4 the Parties arising out of or relating to this Agreement will be governed by the laws of the State  
5 of Washington, USA, without regard to its conflicts of law principals. ...[Cor-Ray Painting]  
6 irrevocably: (a) consent to the jurisdiction of the state and federal courts for Clark County in the  
7 State of Washington in connection with all actions arising out of this Agreement ...”

9 2.2 This action is brought under the Court’s diversity jurisdiction 28 USC § 1332.  
10 Damages exceed \$75,000.

11 **III. BACKGROUND AND FACTS**

12 3.1 Cor-Ray Painting provides blasting services to prepare surfaces for metallic  
13 painting in a host of markets.

15 3.2 Vigor Works provides engineering and design services for complex structures,  
16 including services for federal agencies such as the US Air Force.

17 3.3 Vigor Works issued Purchase Order No. 30 CLK N2819 to Cor-Ray Painting on  
18 or about September 25, 2020.

19 3.4 Cor-Ray Painting performed the work required under the Purchase Order. During  
20 the work, Cor-Ray issued and Vigor Works accepted a number of change orders to the scope of  
21 the work under the Purchase Order.

23 3.5 Vigor Works has refused to accept a number of change orders which directly  
24 affected the contract sum under the Purchase Order.

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COMPLAINT - 2

1           3.6     Extreme weather conditions at the site of the work prevented Cor-Ray Painting  
2 from applying coating materials. The extreme weather prevented Cor-Ray Painting from  
3 operating much of the equipment necessary to complete the work.

4           3.7     Ground water intrusions also caused disruptions in Cor-Ray Painting's work.  
5

#### 6                                   **IV. CLAIM FOR RELIEF**

7           4.1     Cor-Ray Painting restates the allegations alleged in Section III.

8           4.2     Vigor Works has breached the Purchase Order by failing and refusing to execute  
9 change orders for costs incurred due to circumstances beyond the control of Cor-Ray Painting.

10          4.3     Rather than remitting monies due and owing, Vigor Works on March 31, 2021  
11 issued a termination of the Purchase Order. Vigor Works terminated the Purchase Order solely  
12 to avoid payment of monies due and owing.  
13

14          4.4     Vigor Works has a contractual duty to remit monies owing for work performed  
15 and costs incurred to complete the work due to changes outside the control of Cor-Ray Painting.

16          4.5     Despite timely notices of demand for payment, Vigor Works has refused to remit  
17 payment for monies due and owing.

18          4.6     At the time of the filing of this action, Vigor Works owes Cor-Ray Painting  
19 \$979,569.56.  
20

21          4.7     Pursuant to the Purchase Order, the prevailing party in any legal proceeding is  
22 entitled to recover its reasonable attorney fees, costs, charges and expenses.

#### 23                                   **V. JURY DEMAND**

24          5.1     Cor-Ray Painting makes demand for a jury trial on all issues so triable to a jury.

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COMPLAINT - 3

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**VI. PRAYER FOR RELIEF**

Plaintiff Cor-Ray Painting, Company prays for judgment as follows:

1. An award of all monetary damages associated with Defendant's breach of contract, in the amount of \$979,569.56
2. An award of reasonable attorney fees, costs, charges and expenses incurred in prosecution of this action.
3. An award of prejudgment interest and post-judgment interest as allowed by Washington law.
4. For such other and further relief the Court deems just and equitable.

DATED this 20<sup>th</sup> day of October, 2021.

KILMER VOORHEES & LAURICK, P.C.

/s/ Peter J. Viteznik

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